

**SCHNEIDERMAN
& SHERMAN_{PC}**

23100 Providence Drive
Suite 450
Southfield, Michigan 48075

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Peter M. Schneiderman*
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Brett A. Border
*Also admitted in Colorado

Of Counsel:
Dennis J. Dlugokinski

NOTICE AND INSTRUCTIONS REGARDING MEDIATION HEARING

October 1, 2009

RAMONA M. ROBERTS
3336 PARKSIDE DRIVE
FLINT, MI 48503

Re: **GMAC MORTGAGE, LLC / MEDIATION HEARING**

Dear: RAMONA M. ROBERTS

Please take notice that the mediation hearing you requested, in response to our August 10, 2009 letter, is scheduled as follows:

DATE: October 20, 2009
TIME: 09:00 AM EST
LOCATION: SCHNEIDERMAN & SHERMAN, P.C.
23100 Providence Dr., Suite 450
Southfield, MI 48075

If we do not hear from you within 72 hours, we will assume that you have no direct conflict with this date, time, and location and will be present. * If you do not appear within 30 minutes of the scheduled time, we will assume you have waived your right to a mediation hearing.

IN ADDITION, within five (5) days, you must review, complete, satisfy and return the enclosed documents and the previously requested documents necessary for determining your eligibility for a loan modification.

Should you fail to appear at the mediation hearing or fail to complete and return any requested documentation, GMAC MORTGAGE, LLC will be under no further obligation to determine your eligibility for a loan modification.

Very truly yours,

SCHNEIDERMAN & SHERMAN, P.C.

Enclosure

*Housing Counselors: please contact our office regarding scheduling conflicts as soon as possible.

GMAC Mortgage

Please tell us about your **Assets and Investments**:

Checking Account Balance: \$ 2,000
Savings/Money: \$ _____
Market/CD's: \$ _____
Stocks/Bonds: \$ _____
Vested Retirement Balance
(401K, 403B, IRA, Keogh, etc.): \$ 360,000
Other Real Estate Equity: \$ _____
Other: \$ _____
Total Assets and Investments: \$ 362,000

Please note federal law requires us to inform you that
this is an attempt to collect a debt and any information
obtained will be used for that purpose

Total Monthly Net Income (INC\$) - Total Monthly
Expenses (EXP\$)
Monthly Gain/Loss (G/L) =

INCOMES 5976
EXPENSES 8651
Gain/Loss \$ (2,675)

Note: If your expenses exceed your income, there may
still be hope. Homecomings has partnered with non-
profit Credit Counseling agencies to provide you with
ideas related to personal finance management.

**Please indicate an amount for a down payment to
reduce your delinquent balance: \$ _____

**When would these funds be available: _____

I agree as follows: My lender may discuss, obtain and share information, including but not limited to FICO scores, about my mortgage and financial situation with third parties in conjunction with the assistance we are hoping to provide you. Negotiations for a possible foreclosure alternative will not constitute a waiver of or defense to my lender's right to commence or continue any action, and an alternative will be provided only if an agreement has been approved in writing by my lender. I understand Homecomings may require additional information to approve certain alternatives and am willing to disclose requested information as necessary. My Lender may contact other parties with financial interest in this property. The information herein is an accurate statement of my financial status.

[Signature] 10/16/09
Signature of Homeowner Date

Signature of Homeowner Date

Please answer the following questions in detail. Accurate information is critical for us to review the solution(s) that may be available for your Homecomings loan.

1. What event(s) has caused your financial hardship? (If necessary, please attach an additional sheet)

(See Attached)

Page 1 of 3

Financial Hardship Affidavit

Borrower Name: Ramona Roberts Date of Birth 4-1-46
Co-Borrower Name: _____ Date of Birth _____
Property Street Address: 3336 Parkside Dr.
Property City, State, Zip: ELIOT, ME 05503
Account Number(s): 83281014 & 0702034818

In order to qualify for our offer to enter into an agreement to modify my loan, I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks (" ") the one or more events that contribute to my/our financial hardship and difficulty in making payments on my/our mortgage loan.

Borrower Co-Borrower

☒ ☐ My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details under "Explanation" and have attached verifying documentation.

☒ ☐ My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, divorce, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details under "Explanation" and have attached verifying documentation.

☐ ☐ My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details under "Explanation" and have attached verifying documentation.

☒ ☐ My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details under "Explanation" and have attached verifying documentation.

☐ ☐ My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details under "Explanation" and have attached verifying documentation.

☐ ☐ There are other reasons I/we cannot make our mortgage payments. I have provided details under "Explanation" and have attached verifying documentation.

Explanation (Required):

(See Letter)

If additional space is needed for Explanation, please include an additional page.

Information for Government Monitoring Purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person.

If you do not wish to furnish the information for Government Monitoring Purposes, please check the box below.

BORROWER	CO-BORROWER
<input type="checkbox"/> I do not wish to furnish this information	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

Borrower/Co-Borrower Acknowledgement:

1. Under penalty of perjury, I/we certify, represent and agree that all of the documents and information I/we have provided in connection with the Financial Analysis Form and this Affidavit are true and correct and the event(s) identified in the Financial Analysis Form and this Affidavit has/have contributed to my/our financial hardship and the need to modify the terms of my/our mortgage loan.
2. I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law
3. I/we understand the Servicer will pull a current credit report on all borrowers/co-borrowers or a joint report for a married couple.
4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
5. I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
6. I/we certify that I/we are willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I/we understand that time is of the essence.
7. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this Affidavit
8. I/we authorize and consent to Servicer disclosing to the U.S. Department of Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided by me/us retained by Servicer in connection with the Making Home Affordable (MHA) program.

NOTICE TO BORROWERS

Be advised that you are signing these documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income may subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud.

The information contained in these documents is subject to examination and verification. Any potential misrepresentation may be referred to the appropriate law enforcement authority for investigation and prosecution.


Borrower Signature


Date

Co-Borrower Signature

Date

YOUR 3 BUREAU MONITORING REPORT

Reference #: F28174696
Membership #: 09251000051060

Date: 11/02/2009

Name: Ramonam Roberts
Address: 3336 Parkside Dr Flint, MI 48503

YOUR MONITORING ACTIVITY

EQUIFAX

No New Activity

EXPERIAN

Activity Type	Date	Business Name/Address	Account Type/Status	Balance
Late Account	10/27/09	USAA FED SAVINGS BANK PO BOX 205 WATERLOO IA 50704-0205	Banking; Bank Adj., Deed in Lieu, Bank Liquidation	\$140,779
Late Account	10/31/09	USAA FEDERAL SAVINGS BANK 10750 MCDERMOTT FWY SAN ANTONIO TX 78288-1600	Banking; LateOver120Days	\$74,242

TRANSUNION

No New Activity

DISCLAIMER INFORMATION

This report is furnished at your request and obtained by First Advantage Credco, LLC/First Advantage Membership Services, Inc. (collectively, "First Advantage"). First Advantage's address is: 12395 First American Way, Poway, CA 92064.

Copyright (c) 2009, First Advantage CREDCO, Inc

CONTACT INFORMATION

Equifax Information Services 800-685-1111
Experian 888-397-3742
TransUnion LLC 800-888-4213

Copyright (c) 2009, First Advantage CREDCO, Inc

FAX COVER SHEET

TO: Alyson Paulson, Agent

FAX: (810) 629-6906 (17 Copies) 11/10/09

FROM: RAMONA ROBERTS - FAX (256) 293-4355

USAA - Loan # 83281014 - 2nd Mortgage

Contact Person: Michael Martin (800) 531-7013 x 64607

- Short Sale Requirement Sheet
- Disclosure
- USAA Financial Statement
- Home Equity Credit Statement
- NEW 1st Page of Purch. Agreement - FHA
- Pre-Approved Mtg. Statement
- 1st Purch. Agreement - Conventional Mtg.
- Copy of Earnest Money Check
- U.S. Fed. Tax Return - 2008 380-46-8309

GMAC - # 0702034818 - 1st MORTGAGE

Contact Person: Linda Goertis (319) 236-4659

888 714 4622 236 2350

FAX #

Please follow all instructions on Short Sale Requirement Sheet

GMAC Mortgage

Please tell us about your **Assets and Investments**:

Checking Account Balance: \$ 2,000
Savings/Money: \$ _____
Market/CD's: \$ _____
Stocks/Bonds: \$ _____
Vested Retirement Balance
(401K, 403B, IRA, Keogh, etc.): \$ 360,000
Other Real Estate Equity: \$ _____
Other: \$ _____
Total Assets and Investments: \$ 362,000

Please note federal law requires us to inform you that
this is an attempt to collect a debt and any information
obtained will be used for that purpose

Total Monthly Net Income (INCS) - Total Monthly
Expenses (EXPS)
Monthly Gain/Loss (GL) =

INCOMES 5976
EXPENSES 8651
Gain/Loss \$ (2,675)

Note: If your expenses exceed your income, there may
still be hope. Homecomings has partnered with non-
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**Please indicate an amount for a down payment to
reduce your delinquent balance: \$ _____

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I agree as follows: My lender may discuss, obtain and share information, including but not limited to FICO scores, about my mortgage and
financial situation with third parties in conjunction with the assistance we are hoping to provide you. Negotiations for a possible foreclosure
alternative will not constitute a waiver of or defense to my lender's right to commence or continue any action, and an alternative will be provided
only if an agreement has been approved in writing by my lender. Lender and Homecomings may require additional information to assess
certain alternatives and am willing to disclose requested information as necessary. My Lender may contact other parties with financial interest in
this property. The information herein is an accurate statement of my financial status.

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review the solution(s) that may be available for your Homecomings loan.

1. What event(s) has caused your financial hardship? (If necessary, please attach
an additional sheet)

(See Attached)

Financial Hardship Affidavit

Borrower Name: RAMONA ROBERTS Date of Birth: 4-1-46
Co-Borrower Name: _____ Date of Birth: _____
Property Street Address: 3336 PARKSIDE DR
Property City, State, Zip: FLINT MICHIGAN 48503
Account Number(s): 0702034818

In order to qualify for our offer to enter into an agreement to modify my loan, I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("X") the one or more events that contribute to my/our financial hardship and difficulty in making payments on my/our mortgage loan.

Borrower Co-Borrower



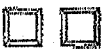
My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details under "Explanation" and have attached verifying documentation.



My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, divorce, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details under "Explanation" and have attached verifying documentation.



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Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

1. Under penalty of perjury, I/we certify, represent and agree that all of the documents and information I/we have provided in connection with the Financial Analysis Form and this Affidavit are true and correct and the event(s) identified in the Financial Analysis Form and this Affidavit has/have contributed to my/our financial hardship and the need to modify the terms of my/our mortgage loan.
2. I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
3. I/we understand the Servicer will pull a current credit report on all borrowers/co-borrowers or a joint report for a married couple.
4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
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8. I/we authorize and consent to Servicer disclosing to the U.S. Department of Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided by me/us retained by Servicer in connection with the Making Home Affordable (MHA) program.

NOTICE TO BORROWERS

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 11/16/09
Borrower Signature Date

Co-Borrower Signature

Date

FAX COVER SHEET

3336 PARKSIDE DR. - FLINT, MI.

Acct # 0702034818

I. 11/23/09

TO: Loss Mitigation - GMAC Attn: Linda Geertis

FAX: 1-866-355 6034 / 866-7094744 866-340 6832

FROM: RAMONA ROBERTS - FAX (256) 293-4355 TX (810) 240-4914

Part #1 Copies 25 Includes Cover
Part #2 26 "

- ① FAX Cover Sheet
- ✓ ② Ltr 10/14/09 + 3rd Party Authorization
- ✓ ③ 2008 TAX Return
- ✓ ④ Redstone - 2 mths Statements
- ✓ ⑤ Chase - "
- ✓ ⑥ Proof of Income:
 - State of Michigan Pension
 - Social Security
- ✓ ⑦ Financial Analysis Form
- ✓ ⑧ GMAC Mortgage Financial Docs
- ✓ ⑨ Financial Hardship + Letter
- ✓ ⑩ 3rd Mortgage Doc - USAA (STATEMENT)
- ✓ ⑪ Listing
- ⑫ Purchase Agreement & Pre-Approval
- ✓ ⑬ Comparables
- ✓ ⑭ Settlement Statement

II. 11/23/09

2nd FAX

Copies 8

III 12/3/09 3rd Fax
Part I + II

PAYOFF STATEMENT

USAA Federal Savings Bank
PO Box 205
Waterloo IA 50704-0205

01/05/10

Loan No: 0702034818

Borrower: RAMONA M ROBERTS

Property:
3336 PARKSIDE DR

OTHER FEES/COST \$1697.90
PIR \$15; ATTY \$1682.90
FLINT MI 48503

FLINT MI
48503

Statement Sent to Name: RAMONA M ROBERTS
Statement Sent to Fax Number: 000-000-0000

As of 01/05/10, the status of this loan is as follows:

Next Payment Due:	05/01/09	Loan Type:	CONVENTIONAL
Matures:	04/2019	Note Rate:	5.00000%
Escrow Balance:	\$-537.80	Escrow Retained (**pg. 2):	\$0.00
		Mortgage Insurance:	\$0.00

***** THE FOLLOWING FIGURES ARE SUBJECT TO FINAL VERIFICATION BASED ON
THE RECEIPT OF FUNDS BY USAA Federal Savings Bank *****

ITEMS	AMOUNT DUE	
Principal	\$137403.23	
Interest Calculated to but not including 01/16/10	\$5434.93	
Escrow/Impound Funds Due	\$537.80	
Late Charges Outstanding	\$605.12	
Unapplied Funds	\$0.00	
Statement Fee	\$20.00	
Recording Fee	\$0.00	
Reconveyance/Trust	\$0.00	
Release Fee	\$0.00	
Fax Fee	\$0.00	
Other Fees and Costs	\$1803.90	
Deferred Amount	\$0.00	
Prepayment Penalty Fee	\$0.00	
Optional Products	\$0.00	
Uncollected P&I	\$0.00	
TOTAL DUE	\$145804.98	
Per Diem Interest	\$18.8224	

****Payoff funds must be
remitted in US dollars
by cashier's check,
certified check or bank
wire.****

*****YOU ARE RESPONSIBLE FOR COMPLIANCE OF THIS DOCUMENT*****

For Escrowed Loans: We require written authorization from our borrower(s) to use any amount of escrow funds towards the payoff of the loan. If you authorize USAA Federal Savings Bank to use escrow funds towards the payoff of the loan, please sign below and fax to 1-614-417-5768.

Signature

Signature

Page 2
0702034818

ESTIMATED ESCROW/IMPOUND DISBURSEMENTS

Items	Next due	Amount
-------	----------	--------

If any tax or insurance amounts are due within 45 days of the date of this statement, these amounts are included in required funds and may be disbursed prior to payoff funds being received.

PAYOFF FUNDS REMITTANCE INSTRUCTIONS

To receive same-day credit and avoid additional day(s) interest, payoff funds must be remitted via wire by 2:00 P.M. Eastern Time, along with all of the required information provided below. Please include \$7.50 in addition to the total figures above for the incoming wire fee.



JPMorgan Chase Bank, N.A.
For USAA Federal Savings Bank
ABA #071000013
Account #662631175
USAA Federal Savings Bank Account #0702034818
Name: RAMONA M ROBERTS
Remitter Name:
Remitter Phone #:

To receive next-day credit and avoid additional day(s) interest, payoff funds must be remitted in U.S. Dollars by cashier's check, certified check, or bank wire by 2:00 P.M. Eastern Time. All payoff funds received after 2:00 P.M. Eastern Time will be applied with interest on the next business day. Payoff funds will not be applied or credited on weekends or holidays.

When remitting by check, please include the following information on the check: Customer's name, account number, remitter's name and remitter's phone number. Please forward to the following address:

USAA Federal Savings Bank
Payoff Processing Unit
6716 Grade Lane
Building 9, Suite 910C
Louisville KY 40213-1407

*** You are responsible for the compliance of this document. ***

Important information regarding the loan payoff:

- A) Add daily per diem interest from the interest through date to the date payoff funds are processed in the USAA Federal Savings Bank office. Interest is calculated on a 365-day year on a partial-month basis. If interest is collected for 30 days, due date to due date, interest is calculated on a 360-day basis (February is calculated on 30 days). You will be responsible for any additional interest due we would need to collect due to an improper calculation method.

**SCHNEIDERMAN
& SHERMAN P.C.**

23938 Research Drive
Suite 300
Farmington Hills, MI 48335

Telephone: 248.539.7400
Toll Free: 866.867.7688
Facsimile: 248.539.7401

www.sspclegal.com
attorneys@sspclegal.com

Peter M. Schneiderman*
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Michelle C. Levy
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Tricia A. Nelson
Andrew J. Hubbs**
Brett A. Border
Erin R. Katz
Jonas M. Parker

Of Counsel;
Dennis J. Dlugokinski

*Also admitted in CO and TX
**Also admitted in IL

**SCHNEIDERMAN & SHERMAN, P.C., IS ATTEMPTING TO COLLECT A DEBT,
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

February 1, 2010

RAMONA M. ROBERTS
3336 PARKSIDE DRIVE
FLINT, MI 48503
Loan Number 0702034818

**YOUR MORTGAGE LOAN IS IN DEFAULT AND HAS BEEN REFERRED TO OUR OFFICE BY
THE MORTGAGEE OR SERVICER OF YOUR MORTGAGE TO INSTITUTE FORECLOSURE
PROCEEDINGS.**

**UNDER THE FAIR DEBT COLLECTION PRACTICES ACT, AS AMENDED SEPTEMBER 30, 1996,
YOU ARE ENTITLED TO THE FOLLOWING INFORMATION:**

**1. AS OF THIS DATE, THE ENTIRE DEBT OWING ON YOUR MORTGAGE LOAN, INCLUDING
PRINCIPAL BALANCE, UNPAID INTEREST AND ANY ADVANCES IS: (\$143,255.87)**

2. THE CREDITOR/SERVICER TO WHOM THIS AMOUNT IS OWED IS:

**GMAC Mortgage, LLC
3451 Hammond Avenue
Waterloo, IA 50702**

**3. YOU HAVE THE RIGHT TO DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION
THEREOF, WITHIN THIRTY DAYS AFTER RECEIPT OF THIS NOTICE. IF YOU DO NOT
DISPUTE THE DEBT, IN WRITING, WITHIN THIRTY DAYS THIS DEBT WILL BE ASSUMED TO
BE VALID.**

**4. IF YOU DISPUTE THIS AMOUNT, OR ANY PORTION THEREOF WITHIN THE THIRTY DAY
PERIOD, WE WILL OBTAIN VERIFICATION OF THE DEBT FROM YOUR MORTGAGE
COMPANY AND MAIL THAT INFORMATION TO YOU.**

**5. IF THE NAME AND ADDRESS OF THE ORIGINAL OWNER OF YOUR MORTGAGE LOAN IS
DIFFERENT FROM THE CURRENT OWNER, WE WILL FURNISH YOU WITH THAT
INFORMATION, PROVIDED THAT YOU REQUEST IT IN WRITING WITHIN 30 DAYS OF THE
RECEIPT OF THIS NOTICE.**

GMAC Mortgage

Please tell us about your Assets and Investments:

Checking Account Balance: \$ 2,000
Savings/Money: \$ _____
Market/CD's: \$ _____
Stocks/Bonds: \$ _____
Vested Retirement Balance (401K, 403B, IRA, Keogh, etc.): \$ 360,000
Other Real Estate Equity: \$ _____
Other: \$ _____
Total Assets and Investments: \$ 362,000

Please note: Federal law requires us to inform you that this is an attempt to collect a debt and any information obtained will be used for that purpose.

Total Monthly Net Income (INCS) - Total Monthly Expenses (EXP\$)
Monthly Gain/Loss (G/L) =

INCOMES 5976
EXPENSES 8651
Gain/Loss \$ (2,675)

Note: If your expenses exceed your income, there may still be hope. Homecomings has partnered with non-profit Credit Counseling agencies to provide you with ideas related to personal finance management.

**Please indicate an amount for a down payment to reduce your delinquent balance: \$ _____

**When would these funds be available: _____

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[Signature] Date 2/5/10
Signature of Homeowner _____

Signature of Homeowner _____ Date _____

Please answer the following questions in detail. Accurate information is critical for us to review the solution(s) that may be available for your Homecomings loan.

1. What event(s) has caused your financial hardship? (If necessary, please attach an additional sheet)

(See Attached)

Page 1 of 3

Financial Hardship Affidavit

Borrower Name: Ramona Roberts Date of Birth 4-1-46
Co-Borrower Name: _____ Date of Birth _____
Property Street Address: 3244 Rockside Dr
Property City, State, Zip: Ellettsville, IN 47508
Account Number(s): 0702034818 and 83281014

In order to qualify for our offer to enter into an agreement to modify my loan, I/we am/are submitting this form to the Service and indicating by my/our checkmarks ("X") the one or more events that contribute to my/our financial hardship and difficulty in making payments on my/our mortgage loan.

Borrower Co-Borrower



My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details under "Explanation" and have attached verifying documentation.



My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, divorce, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details under "Explanation" and have attached verifying documentation.



My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details under "Explanation" and have attached verifying documentation.



My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details under "Explanation" and have attached verifying documentation.



My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details under "Explanation" and have attached verifying documentation.



There are other reasons I/we cannot make our mortgage payments. I have provided details under "Explanation" and have attached verifying documentation.

Explanation (Required):

(See Letter)

If additional space is needed for Explanation, please include an additional page.

Information for Government Monitoring Purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person.

If you do not wish to furnish the Information for Government Monitoring Purposes, please check the box below.

BORROWER	CO-BORROWER
<input type="checkbox"/> I do not wish to furnish this information	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

FEBRUARY 5, 2010

RE: GMAC HARDSHIP LETTER - MORTGAGE #0702034818

DEAR SIR/MADAME:

PLEASE BE ADVISED THAT UNLESS I RECEIVE IMMEDIATE ASSISTANCE, I WILL BE FORCED TO DEFAULT ON MY FIRST MORTGAGE AND 2ND MORTGAGE. I HAVE RECENTLY RECEIVED AN OFFER ON MY HOME, AND THE PURCHASERS HAVE BEEN PRE APPROVED FOR A SHORT SALE. I WAS RECENTLY ADVISED BY USAA THAT MY TOTAL MORTGAGE WAS \$227,000.00, WHICH WOULD INCLUDE THE FIRST AND SECOND MORTGAGE. THE ACCEPTED SHORT SALE OFFER IS FOR \$159,000.00

MY HARDSHIP SITUATION WAS CAUSED BY MY RECENT RETIREMENT FOR MEDICAL REASONS, AND YOUR DENIAL OF A CONSOLIDATION OF MY FIRST MORTGAGE AND SECOND MORTGAGE (EQUITY LOAN). I WAS ORGINALLY TOLD THAT WHEN I WISHED TO REFINANCE, THAT THE OPTION TO DO SO WOULD BE AVAILABLE TO ME. IN FACT, MY HOME AT THAT TIME WAS VALUED AT \$415,000, AND IT WAS SUBSEQUENTLY DEVALUED BY GMAC AND USAA TO APPROXIMATELY \$250,000 IN LATE 2007. MY REFINANCE APPLICATION WAS ALSO DENIED. I WAS ADVISED BY USAA TO RESUBMIT MY APPLICATION IN SIX MONTHS. AFTER SIX MONTHS, AGAIN CONTACTED USAA WHO ADVISED ME TO GO BACK THROUGH THE REFINANCE PROCESS AND THAT EVERYTHING LOOKED VERY PROMISING. I RESUBMITTED MY APPLICATION, AND AN APPRAISAL WAS CONDUCTED ON MY HOME. THE APPRAISER ADVISED THAT MY HOME'S VALUE WAS \$413,000. HOWEVER, USAA AGAIN DEVALUED MY HOME, TO THE AMOUNT OF \$166,000. WHEN I WAS ATTEMPTING TO HAVE MY HOME REFINANCED, I HAD SOME SERIOUS CONCERNS, AND WANTED:

- 1) CONSOLIDATE ALL OF MY BILLS, FIRST AND SECOND MORTGAGES,
- 2) UPGRADE MY KITCHEN AND TO BUY NEW CARPET,
- 3) TO HAVE THE DRIVEWAY RESURFACED,

Page #2

4) TO MAKE MY HOME HABITABLE, 6) TO HAVE THE UPSTAIRS BATH REMODELED BECAUSE OF THE MOLD.

SINCE THAT TIME, I HAVE ENCOUNTERED OTHER MAJOR PROBLEMS WHICH PREVENT MY PAYING THE FIRST AND SECOND MORTGAGES:

1) I HAVE TO TRAVEL BETWEEN MICHIGAN AND ALABAMA TO CARE FOR MY 84 YEAR OLD MOTHER.

2) I HAD TO RENT AN APARTMENT, WHICH HAS BEEN A MAJOR EXPENSE.

3) I HAVE HAD THIS HOUSE ON THE MARKET SINCE JULY, AND ONLY RECENTLY HAVE I RECEIVED AN OFFER. NO ONE IS MOVING INTO THIS CITY, AND THEY ARE CERTAINLY NOT PURCHASING UPSCALE CUSTOM HOUSES. IF I LOOSE THIS SALE, THERE WILL BE NO MORE OFFERS.

YOU SHOULD BE AWARE THAT I SPENT THOUSANDS TO INSULATE THIS HOUSE, SO THAT THE UTILITY BILLS WOULD BE LOWER. THIS WAS FOR NAUGHT, BECAUSE MY UTILITY BILLS ARE STILL HIGH.

MY DAUGHTER WHO LIVES IN CALIFORNIA HAS ADVISED ME THAT SHE AND HER HUSBAND ARE NOW UNEMPLOYED; WITH TWO SONS TO TAKE CARE OF AND THEY ARE CONSTANTLY RELYING ON ME FOR ASSISTANCE. I ALSO HAVE BEEN TRYING TO ASSIST MY OLDEST GRANDSON WITH HIS TUITION TO COLLEGE. MY YOUNGEST GRANDSON HAS AUTISM.

THE MOVE TO ALABAMA HAS COST ME IN EXCESS OF SIX THOUSAND FIVE HUNDRED (\$6,500) DOLLARS. THE APARTMENT THAT WE ARE LIVING IN IS NOT HABITABLE, BECAUSE IT HAS HUGE BUGS. I CAN NOT VACATE AT THIS TIME, BECAUSE MY MOTHERS HEALTH IS NOT THE BEST. I WOULD LIKE TO MOVE INTO SOMETHING MORE DESIRABLE.

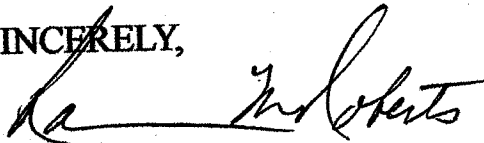
Page #3

LAST YEAR, I PAID IN EXCESS OF \$3500 FOR EMERGENCY DENTAL WORK. I WAS RECENTLY ADVISED THAT AGAIN, I WILL HAVE TO HAVE ORAL SURGERY, WHICH IS NOT COVERED BY MY DENTAL INSURANCE. ALSO, I HAVE HAD TO PAY TAXES EXCEEDING \$5500.

I HAVE MADE A SINCERE EFFORT TO SALE MY HOME, BUT AGAIN, NO ONE IS RELOCATING TO FLINT, MICHIGAN, NOR ARE THEY BUYING UPSCALE HOMES IN THIS COMMUNITY. IF I LOOSE THIS ONE SHORT-SALE, I WILL HAVE NO OPTION BUT TO DEFAULT AND GO INTO FORECLOSURE ON MY FIRST AND SECOND MORTGAGE. PRIOR TO MY HOME BEING DEVALUED TO ONE HUNDRED AND SIXTY SIX THOUSAND DOLLARS (\$168,000), I HAD ACQUIRED IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS IN EQUITY. TWO YEARS AGO, MY HOME APPRAISED AT \$415,000.00.

AGAIN, I AM NOT ABLE TO CONTINUE TO CARRY THIS LOAD. I AM REQUESTING THAT YOU ACCEPT THIS SHORT SALE, AND NOT HOLD ME TO ANY DEFICIENCY. AGAIN, ANY ASSISTANCE THAT YOU CAN GIVE WOULD BE GREATLY APPRECIATED.

SINCERELY,



RAMONA M. ROBERTS
3336 PARKSIDE DRIVE
FLINT, MICHIGAN 48503
(810) 240 4914

THIRD LETTER AND DOCUMENTS



04664.1VNL.JSS57016325.01.01.163

RAMONA M ROBERTS
3336 PARKSIDE DR
FLINT MI 48503-4684

February 10, 2010

Reference: Property Inspection Required

Dear Ms. Roberts,

Our mission at USAA is to help protect your financial security. We do this in several ways including an inspection that identifies any condition that may increase your chance for a loss.

Within the next 30 days, our vendor, Mueller Services, Inc., will inspect the exterior of your property located at 3336 Parkside Dr and take photos of it and the surrounding area. Please ensure that the inspector can access your property, including the backyard.

What happens after the inspection?

If the inspection identifies a condition that may increase your chance for loss, we'll contact you to discuss whether your policy can continue. If no hazardous conditions are identified, your policy will remain unchanged.

If you have questions, please call us at 1-800-531-USAA (8722). We value your business and look forward to continuing to serve your financial needs.

Sincerely,

Stefan J Shilgalis
Assistant Vice President, Underwriting
USAA Casualty Insurance Company

**SCHNEIDERMAN
& SHERMAN P.C.**

23938 Research Drive
Suite 300
Farmington Hills, MI 48335

Telephone 248.539.7400
Toll Free 866.867.7688
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Jonas M. Parker

Of Counsel
Dennis J. Dlugokinski

*Also admitted in CO and TX
**Also admitted in IL

THERE MAY STILL BE WAYS TO SAVE YOUR HOME

RAMONA M. ROBERTS
3336 PARKSIDE DRIVE
FLINT, MI 48503

Re: Pending foreclosure sale; 3336 PARKSIDE DRIVE, FLINT, MI 48503; Loss Mitigation Options

Dear RAMONA M. ROBERTS :

Your mortgage has reached an advanced stage of delinquency and foreclosure proceedings have commenced. Your property is scheduled to go to foreclosure sale on March 3, 2010. You may qualify for a Fannie Mae assistance program that would allow you to keep your home or alternatively, to avoid having a completed foreclosure affect your credit. This letter outlines various options that may be available to you. Please understand, foreclosure proceedings will continue, unless you are accepted in writing by the undersigned for one of the options below. **DO NOT HESITATE. TIME IS OF THE ESSENCE.**

IF YOU WANT TO KEEP YOUR HOME

Option 1. **REPAYMENT PLAN:** You may qualify for a repayment plan, which allows you to make a regular payment plus a portion of the delinquency each month over a period of months.

Option 2: **HOMESAVER ADVANCE:** You may be eligible for a one-time hardship loan to be applied to your mortgage delinquency. Note: You cannot have a previous bankruptcy filing on your record to qualify for this option.

Option 3: **LOAN MODIFICATION:** You may qualify for one or more of the terms of the mortgage to be changed to bring the loan current. For example, the modification might involve extending the term or temporarily reducing the interest rate.

IF YOU CANNOT KEEP YOUR HOME BUT ARE SEEKING TO AVOID A FORECLOSURE ON YOUR RECORD

*Rec'd
2/16/10*

Option 1: SHORT SALE - The investor may accept less than the total amount owed rather than completing a foreclosure if you have a signed purchase agreements and meet other qualifications. You may be requested to contribute to reduce the total loss.

Option 2: DEED- IN-LIEU OF FORECLOSURE – You may qualify to voluntarily deed your property to your mortgage company rather than incur a foreclosure on your credit. If accepted in writing, you may receive a compensation for entering into a deed-in-lieu of foreclosure.

For further information, please contact:

Loss Mitigation Department
248-539-7400 Ext. 220
or
Lossmitigation@sspclegal.com

**YOU MUST TAKE ACTION IMMEDIATELY. FORECLOSURES SALES WILL
NOT BE CANCELLED UNLESS A WRITTEN AGREEMENT IS REACHED
AND SIGNED BY ALL PARTIES.**

Loss Mitigation Department

Notice – This is an attempt to collect a debt and any information obtained may be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

YOUR 3 BUREAU MONITORING REPORT

Reference #: F41872946
Membership #: 09251000051060

Date: 03/15/2010

Name: Ramonam Roberts
Address: 3336 Parkside Dr Flint, MI 48503

YOUR MONITORING ACTIVITY

EQUIFAX

No New Activity

EXPERIAN

No New Activity

TRANSUNION

Activity Type	Date	Business Name/Address	Account Type/Status	Balance
Late Account	03/08/10	USAA FEDERAL SAVINGS BAN 3451 HAMMOND AVE PO BOX 205 WATERLOO IA 50704	Mortgage; Foreclosure	No data was reported

DISCLAIMER INFORMATION

This report is furnished at your request and obtained by First Advantage Credco, LLC/First Advantage Membership Services, Inc. (collectively, "First Advantage"). First Advantage's address is: 12395 First American Way, Poway, CA 92064.

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CONTACT INFORMATION

Equifax Information Services 800-685-1111
Experian 888-397-3742
TransUnion LLC 800-888-4213

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CASH FOR KEYS AGREEMENT

This Cash for Keys Agreement is entered into this day, *September 2, 2010*, by and between GMAC Mortgage and *Ramona Roberts and all others in possession*.

RECITALS

In accordance with applicable law, a valid foreclosure sale of *3336 Parkside Dr Flint, MI 48503* took place on *03/03/2010*. Following the sale, GMAC Mortgage became the owner of the Property and is entitled to immediate restitution and possession.

TERMS

In consideration of the above facts and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. GMAC Mortgage shall deliver payment to *Ramona Roberts* in the sum of *\$2,000.00* to voluntarily vacate the Property on the condition that Occupants abide by all of the following provisions contained in this paragraph and its sub-parts:
1. Occupants and all other parties shall vacate the Property and remove all of their personal belongings prior to the appointment with a representative of GMAC Mortgage set for *12:00PM* on *9/03/2010*. Time is completely of the essence.
 2. Occupants and all other parties shall leave the interior and exterior of the Property in clean condition, including, but not limited to:
 - a. Floors swept and cleaned;
 - b. Carpeting vacuumed;
 - c. All trash and debris removed from the interior, exterior and curb of the Property.
 3. Occupants and all other parties shall not remove from the Property any fixture. The term "fixture" is defined as a thing affixed/attached to the Property by means of cement, plaster, nails, bolts, screws or roots. Fixtures include, but are not limited to, light fixtures, built-in refrigerators, ovens, stoves, stove-top hoods, air conditioning units, water heaters, window coverings, wall to wall carpeting, sinks, kitchen and bathroom fixtures, doors, garage door openers and plants in the yard.
 4. Occupants and all other parties shall turn over possession of the garage door opener(s) and all keys to the Property to the representative upon completion of the property inspection. Occupants approve GMAC Mortgage to remove any remaining debris/personals if left behind.

Subj: **GMAC Loan Information on usaa.com Ending Feb. 1**
Date: 1/31/2013 3:56:42 P.M. Eastern Standard Time
From:
Reply-to:
To:



USAA SECURITY ZONE

Ramona
Roberts
USAA # ending in:5968

Dear Ms. Roberts,

Your GMAC mortgage account information will no longer be available on usaa.com beginning Feb. 1, 2013, due to recent actions in the GMAC Mortgage bankruptcy. No action is needed on your part.

If you have questions about your mortgage account, please continue to directly. Rest assured USAA Federal Savings Bank is here to help you if you experience an issue with your mortgage servicer during the life of your loan.

Sincerely,



Karen Mawyer
Assistant Vice President, Product Management
USAA Federal Savings Bank